

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL GRECCO
PRODUCTIONS, INC.,

Plaintiff,

v.

IMAGESELECT B.V.,

Defendant.

Case No.: 2:22-cv-07398-JAK-JPR

STIPULATED PROTECTIVE
ORDER

NOTE: CHANGES MADE BY THE COURT

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this Action (as hereinafter defined) may be warranted.

Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3 below, that this Order does not entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

1.2 GOOD CAUSE STATEMENT

On January 8, 2024, the Court ordered that Defendant produce to Plaintiff certain

1 sub-licensor agreements, and other related information, which contain confidential,
2 proprietary business information and stated that “there is good cause for a protective
3 order.” (ECF No. 53.) It is possible that other documents containing similar
4 confidential, proprietary, or private information may also be produced in this Action.
5 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
6 disputes over confidentiality of discovery materials, to adequately protect information
7 the parties are entitled to keep confidential, to ensure that the parties are permitted
8 reasonable necessary uses of such material in preparation for trial, to address their
9 handling at the end of litigation, and serve the ends of justice, a protective order for such
10 information is justified in this matter. It is the intent of the parties that information will
11 not be designated as confidential for tactical reasons and that nothing be so designated
12 without a good faith belief that it has been maintained in a confidential, non-public
13 manner, and there is good cause why it should not be part of the public record of this
14 case.

15 2. DEFINITIONS

16 2.1. Action: this case captioned, *Michael Grecco Productions, Inc. v. Imageselect*
17 *B.V.*, 2:22-cv-07398-JAK-JPR, pending in the United States District Court for the
18 Central District of California.

19 2.2 Challenging Party: a Party or Nonparty that challenges the designation of
20 information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
22 is generated, stored, or maintained) or tangible things that qualify for protection under
23 Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
24 Statement.

25 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
26 support staff).

27 2.5 Designating Party: a Party or Nonparty that designates information or items
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1 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2 2.6 Disclosure or Discovery Material: all items or information, regardless of the
3 medium or manner in which it is generated, stored, or maintained (including, among
4 other things, testimony, transcripts, and tangible things), that are produced or generated
5 in disclosures or responses to discovery in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
8 expert witness or as a consultant in this action.

9 2.8 House Counsel: attorneys who are employees of a Party to this Action. House
10 Counsel does not include Outside Counsel of Record or any other outside counsel.

11 2.9 Nonparty: any natural person, partnership, corporation, association, or other
12 legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to
14 this Action but are retained to represent or advise a Party and have appeared in this
15 Action on behalf of that Party or are affiliated with a law firm that has appeared on
16 behalf of that Party, including support staff.

17 2.11 Party: any Party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Nonparty that produces Disclosure or Discovery
21 Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (for example, photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
25 their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is designated
27 as “CONFIDENTIAL.”
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1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
2 a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only Protected
5 Material (as defined above) but also any information copied or extracted from Protected
6 Material; all copies, excerpts, summaries, or compilations of Protected Material; and
7 any testimony, conversations, or presentations by Parties or their Counsel that might
8 reveal Protected Material.

9 Any use of Protected Material at trial will be governed by the orders of the trial
10 judge. This Order does not govern the use of Protected Material at trial.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order will remain in effect until a Designating Party agrees otherwise
14 in writing or a court order otherwise directs. Final disposition is the later of (1) dismissal
15 of all claims and defenses in this Action, with or without prejudice, or (2) final judgment
16 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
17 reviews of this Action, including the time limits for filing any motions or applications
18 for extension of time under applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Each Party or Nonparty that designates information or items for protection
21 under this Order must take care to limit any such designation to specific material that
22 qualifies under the appropriate standards. To the extent practicable, the Designating
23 Party must designate for protection only those parts of material, documents, items, or
24 oral or written communications that qualify so that other portions of the material,
25 documents, items, or communications for which protection is not warranted are not
26 swept unjustifiably within the ambit of this Order.

1 Indiscriminate or routinized designations are prohibited. Designations that are
2 shown to be clearly unjustified or that have been made for an improper purpose (for
3 example, to unnecessarily encumber the case-development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating Party
5 to sanctions.

6 If it comes to a Designating Party's attention that information or items it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Except as otherwise provided in this Order, or as otherwise stipulated or
10 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
11 must be clearly so designated before the material is disclosed or produced. Designation
12 in conformity with this Order requires the following:

13 (a) for information in documentary form (for example, paper or electronic
14 documents but excluding transcripts of depositions or other pretrial or trial
15 proceedings), the Producing Party must affix at a minimum the legend
16 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion or
17 portions of the material on a page qualify for protection, the Producing Party should
18 clearly identify the protected portion(s) (for example, by making appropriate markings
19 in the margins).

20 A Party or Nonparty that makes original documents available for inspection need
21 not designate them for protection until after the inspecting Party has indicated which
22 documents it would like copied and produced. During the inspection and before the
23 designation, all material made available for inspection shall be deemed as
24 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
25 copied and produced, the Producing Party must determine which documents, or portions
26 thereof, qualify for protection under this Order. Then, before producing the specified
27 documents, the Producing Party must affix the "CONFIDENTIAL" legend to each page
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1 that contains Protected Material. If only a portion or portions of the material on a page
2 qualify for protection, the Producing Party should clearly identify the protected
3 portion(s) (for example, by making appropriate markings in the margins).

4 (b) for testimony given in depositions, the Designating Party must identify the
5 Disclosure or Discovery Material that is protected on the record, before the close of the
6 deposition.

7 (c) for information produced in some form other than documentary and for any
8 other tangible items, the Producing Party must affix in a prominent place on the exterior
9 of the container or containers in which the information is stored the legend
10 “CONFIDENTIAL.” If only a portion or portions of the information warrant protection,
11 the Producing Party must identify the protected portion(s).

12 5.3 If timely corrected, an inadvertent failure to designate qualified information
13 or items does not, standing alone, waive the Designating Party’s right to secure
14 protection under this Order for that material. On timely correction of a designation, the
15 Receiving Party must make reasonable efforts to assure that the material is treated in
16 accordance with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Any Party or Nonparty may challenge a designation of confidentiality at any
19 time consistent with the Court’s scheduling order.

20 6.2 The Challenging Party shall initiate the dispute-resolution process under
21 Local Rule 37.

22 6.3 The burden of persuasion in any such proceeding is on the Designating Party.
23 Frivolous challenges, and those made for an improper purpose (for example, to harass
24 or impose unnecessary expenses and burdens on other parties), may expose the
25 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
26 the confidentiality designation, all parties must continue to afford the material in
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1 question the level of protection to which it is entitled under the Producing Party's
2 designation until the Court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 A Receiving Party may use Protected Material that is disclosed or produced
5 by another Party or by a Nonparty in connection with this Action only for prosecuting,
6 defending, or attempting to settle this Action. Such Protected Material may be disclosed
7 only to the categories of people and under the conditions described in this Order. When
8 the Action has been terminated, a Receiving Party must comply with the provisions of
9 Section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a manner sufficiently secure to ensure that access is limited to the people
12 authorized under this Order.

13 7.2 Unless otherwise ordered by the Court or permitted in writing by the
14 Designating Party, a Receiving Party may disclose any information or item designated
15 "CONFIDENTIAL" only to the following people:

16 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
17 employees of that Outside Counsel of Record to whom it is reasonably necessary to
18 disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the
20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
22 is reasonably necessary for this Action and who have signed the "Acknowledgment and
23 Agreement to Be Bound" (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
2 to whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses and attorneys for witnesses to whom
7 disclosure is reasonably necessary, provided that the deposing party requests that the
8 witness sign the form attached as Exhibit A hereto and the witnesses will not be
9 permitted to keep any confidential information unless they sign the form, unless
10 otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed
11 deposition testimony or exhibits to depositions that reveal Protected Material may be
12 separately bound by the court reporter and may not be disclosed to anyone except as
13 permitted under this Order; and

14 (i) any mediator or settlement officer, and their supporting personnel, mutually
15 agreed on by any of the Parties engaged in settlement discussions or appointed by the
16 Court.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
18 OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that
20 compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must

22 (a) promptly notify in writing the Designating Party. Such notification must
23 include a copy of the subpoena or court order unless prohibited by law;

24 (b) promptly notify in writing the party who caused the subpoena or order to issue
25 in the other litigation that some or all of the material covered by the subpoena or order
26 is subject to this Protective Order. Such notification must include a copy of this Order;
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1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with the
4 subpoena or court order shall not produce any information designated in this action as
5 “CONFIDENTIAL” before a determination by the Court from which the subpoena or
6 protective-order issued, unless the Party has obtained the Designating Party’s
7 permission. The Designating Party shall bear the burden and expense of seeking
8 protection in that court of its Confidential Material, and nothing in these provisions
9 should be construed as authorizing or encouraging a Receiving Party in this Action to
10 disobey a lawful directive from another court.

11 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
12 IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a Nonparty
14 in this Action and designated as “CONFIDENTIAL.” Such information is protected by
15 the remedies and relief provided by this Order. Nothing in these provisions should be
16 construed as prohibiting a Nonparty from seeking additional protections.

17 (b) In the event that a Party is required by a valid discovery request to produce a
18 Nonparty’s Confidential Information in its possession and the Party is subject to an
19 agreement with the Nonparty not to produce the Nonparty’s Confidential Information,
20 then the Party must

21 (1) promptly notify in writing the Requesting Party and the Nonparty that
22 some or all of the information requested is subject to a confidentiality agreement with
23 a Nonparty;

24 (2) promptly provide the Nonparty with a copy of this Order, the relevant
25 discovery request(s), and a reasonably specific description of the information requested;
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27 (3) make the information requested available for inspection by the Nonparty,
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1 if requested.

2 (c) If the Nonparty fails to seek a protective order from this court within 14 days
3 of receiving the notice and accompanying information, the Receiving Party may
4 produce the Nonparty's Confidential Information responsive to the discovery request.
5 If the Nonparty timely seeks a protective order, the Receiving Party must not produce
6 any information in its possession or control that is subject to the confidentiality
7 agreement with the Nonparty before a determination by the court.. Absent a court order
8 to the contrary, the Nonparty must bear the burden and expense of seeking protection
9 in this court of its Protected Material.

10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this Order,
13 the Receiving Party must immediately notify the Designating Party in writing of the
14 unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the
15 Protected Material, inform the person or people to whom unauthorized disclosures were
16 made of the terms of this Order, and ask that person or people to execute the
17 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedures
24 may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (c), insofar as the
26 parties reach an agreement on the effect of disclosure of a communication or
27 information covered by the attorney-client privilege or work product protection, the
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1 parties may incorporate their agreement in the Stipulated Protective Order submitted to
2 the Court provided the Court so allows.

3 **12. MISCELLANEOUS**

4 12.1 Nothing in this Order abridges the right of any person to seek its
5 modification by the Court in the future.

6 12.2 By stipulating to the entry of this Order, no Party waives any right it
7 otherwise would have to object to disclosing or producing any information or item on
8 any ground not addressed in this Order. Similarly, no Party waives any right to object
9 on any ground to use in evidence of any of the material covered by this Order.

10 12.3 A Party that seeks to file under seal any Protected Material must comply
11 with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant to
12 a court order authorizing the sealing of the specific Protected Material at issue. If a
13 Party's request to file Protected Material under seal is denied, then the Receiving Party
14 may file the information in the public record unless otherwise instructed by the Court.

15 **13. FINAL DISPOSITION**

16 After the final disposition of this Action, as defined in paragraph 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must return all
18 Protected Material to the Producing Party or destroy such material. As used in this
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected
21 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
22 must submit a written certification to the Producing Party (and, if not the same person
23 or entity, to the Designating Party) by the 60-day deadline that identifies (by category,
24 when appropriate) all the Protected Material that was returned or destroyed and affirms
25 that the Receiving Party has not retained any copies, abstracts, compilations,
26 summaries, or any other format reproducing or capturing any of the Protected Material.
27 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
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pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order as set forth in Section 4 (DURATION).

14. SANCTIONS

Any violation of this Order may be punished by any and all appropriate measures including, without limitation contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Dated: January 19, 2024

**COWAN DEBAETS ABRAHAMS
& SHEPPARD, LLP**

By: /s/ Nancy E. Wolff

Nancy E. Wolff, No. 133334

Benjamin S. Halperin, *admitted pro hac vice*

CeCe M. Cole, *admitted pro hac vice*

Attorneys for Defendant

IMAGESELECT B.V.

Dated: January 19, 2024

DUANE MORRIS LLP

By: /s/ B. Alexandra Jones

B. Alexandra Jones, No., 317838

Gina Marguerite Foran, 311005

Steven M. Cowley, *admitted pro hac vice*

Attorneys for Plaintiff Michael Grecco

Productions, Inc.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: January 23, 2024

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6 HON. JEAN P. ROSENBLUTH
7 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of Michael Grecco Productions, Inc. v. Imageselect B.V., Case No. 22-cv-07398-JAK-JPR. I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____